

**REMARKS**

Upon entry of this amendment, claims 1-21 will be pending. By this amendment, claims 1-3, 15, 16, and 18 have been amended. No new matter has been added.

**§103 Rejection of Claims 1-21**

In Section 7 of the Office Action of April 9, 2008 (“the Office Action”), claims 1-21 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Barton *et al.* (WO 01/65862; hereinafter referred to as “Barton”) in view of Diehl *et al.* (WO 01/075876; hereinafter referred to as “Diehl”).

Claim 1, as amended, recites a network media environment comprising:

- (a) *a first hub network* including a first server and a first client, and said first server is connected to said first client;
- (b) *a second hub network* including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap;
- (c) wherein said first client *stores* first content bound to said first hub network and *stores* second content bound to said second hub network, and
- (d) wherein content bound to a hub network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content can only be played or presented through a compatible compliant device that is bound to the hub network.

(emphasis/reference numbers added)

In summary, claim 1 recites a network media environment including two overlapping hub networks wherein the first client stores first content bound to the first hub network and stores second content bound to the second hub network, and wherein *content bound to a hub network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content can only be played or presented through a compatible compliant device that bound to the hub network.* The limitation of claim 1 about "bound content" is discussed in the specification in relation to the difference between the discrete and bound instances. For example, "[a]s discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source

version, and/or any of the sub-copy versions can be the same). A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.” *Publication of the Specification, Paragraph [0030]*. Thus, by binding the license to a hub network, the licensee can enjoy the content on any number of authorized devices connected to the hub network rather than having to download additional license later or initially delay downloading the license so that the license can be downloaded to a different machine later.

Regarding limitation (b) of claim 1, the Office Action references Barton where it is stated that “a user may transfer desirable media and the invisible associated service data to the portable DVR 760 and take the portable DVR 760 along such that the media may be used when desired. Another example of the transfer is that two DVRs 110 and 770 are slave together such that two media streams are played with precise synchronization to achieve identical operation” *Barton, page 14, lines 24-29*; and comments that “DVR 110 is connected [to] both networks.” The referenced paragraph of Barton is describing Figure 7 of Barton, which shows only one computer network 140 with a TV service center 130, servers 720, 750 and a DVR 110 connected to the network. Neither the referenced paragraph nor Figure 7 of Barton discloses two hub networks overlapping each other. Thus, applicants disagree with the Examiner’s characterization of limitation (b) that Barton discloses “a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap.”

Regarding limitation (c) of claim 1, the Office Action references Barton where it is stated that “the DVR 110 generally comprises: a plurality of components that are necessary to digitize an analog television signal and convert it into a digital data stream; a plurality of components that are designed to record segments of said data stream; a plurality of storage facilities that are designed to retain segments of said data stream; a plurality of components that are designed to retrieve segments of said data stream, convert the said data stream into an analog signal, and then modulate the signal onto a RF carrier” *Barton, page 4, lines 19-26*; “a user may transfer desirable media and the invisible associated service data to the portable DVR 760 and take the portable DVR 760 along such that the media may be used when desired. Another example of the transfer is that two DVRs 110 and 770 are slave together such that two media streams are played with precise synchronization to achieve identical operation” *Barton, page 14, lines 24-29*; “[i]f it is desirable to allow the transfer to only occur to certain specified DVRs, the integrated security system may be used” *Barton, page 15, lines 17-19*; and comments that “DVR 110 stores content that may be transferred to other DVRs.” The referenced paragraph of Barton is describing Figure 7 of Barton, which shows only one computer network 140 with a TV service center 130, servers 720, 750 and a DVR 110 connected to the network. Even assuming arguendo that DVR 110 indeed stores content that may be transferred to other DVRs, neither the referenced paragraph nor Figure 7 of Barton discloses a first client storing first content bound to a first hub network and storing second content bound to a second hub network. Thus, applicants disagree with the Examiner’s characterization of limitation (c) that Barton discloses “said first client stores

first content bound to said first hub network and stores second content bound to said second hub network.”

Regarding limitation (d) of claim 1, this limitation has been added to clarify the definition of *bound content* as “content bound to a hub network [which] is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content can only be played or presented through a compatible compliant device that is bound to the hub network.” Although the Office Action references Diehl where it is stated that “the device does not supply any digital data to the first or to the second output when the decision module delivers a read prohibition ... the decision module delivers an unlimited copy permission when the digital data received are not encrypted ... [and] the decision module delivers an unlimited copy permission when moreover the digital data received are not watermarked” *Diehl, page 3, lines 28-37*; “the decision module delivers a copy prohibition when the digital data received are encrypted; and said digital data received are stored on a medium of recordable type; and copy control information contained in said data indicate that a single copy is authorized. ... the decision module delivers a read prohibition when the digital data received are encrypted; and said digital data received are stored on a medium of recordable type; and copy control information contained in said data indicate that no copy is authorized” *Diehl, page 4, lines 4-12*; and comments that “Device permits copy of content to other devices ... Device determines whether copy is authorized”, in light of the added limitation that recites the definition of the bound content, it cannot be maintained that Diehl discloses or teaches the concept of the “bound content” as claimed in the present application.

Regarding claim 2, the Office Action references Barton as was discussed for claim 1 and further references Diehl, page 2, lines 28-37 (“device prohibits reading of content”) and page 8, lines 6-9 (“device will not supply data that is illegal”). Diehl, page 2, lines 28-37 has already been addressed above. Diehl, page 8, lines 6-9 states that “[i]f the copy generation management information indicates that the data read represent an illegal copy, the encryption modules 13 and 14 will not supply any data at output. It will thus not be possible to view the content, for example when dealing with a film, or to record it.” Diehl indicates here that an encryption module will not supply any data if the copy generation management information indicates that the data is an illegal copy. However, Diehl does not indicate how the generation management information determines that the data is an illegal copy. Thus, even assuming arguendo that the combination of Barton and Diehl discloses a network media environment which includes an encryption module that will not supply any data if the a certain copy information indicate that the data is an illegal copy, the combination still fails to teach, suggest, or disclose that “a compliant device that is a member of a hub network will not play or present bound content that is not bound to that hub network.” Therefore, it is maintained that Barton and Diehl, individually or in combination, fail to teach, suggest, or disclose the limitations of claim 2.

Regarding claim 3, the Office Action references Barton and Diehl as were discussed in relation to claim 1 and further references several passages of Barton which were already addressed above (except for Barton, page 17, lines 3-7; the Office Action comments “protection rules are applied to media stream and the streams are associated

with copy protection”). Although the Examiner is characterizing claim 3 as reciting a limitation related to copy protection, the limitation of claim 3 is defining the sub-copy version and how it is bound to a hub network. Claim 3, as amended, recites “wherein said first client stores said first content in a first sub-copy version having a first license bound to said first hub network and stores said second content in a second sub-copy version having a second license bound to said second hub network, and wherein a sub-copy version is a copy of the locked content data representing the bound content bound to a hub network.” Therefore, it is maintained that Barton and Diehl, individually or in combination, fail to teach, suggest, or disclose the limitations of claim 3.

Regarding claims 4-21, applicants respectfully disagree with the Examiner’s characterization of those claims, and maintain that arguments laid out above apply similarly to claims 4-21.

Based on the foregoing discussion, applicants respectfully submit that Barton and Diehl, individually or in combination, fail to teach, suggest, or disclose the limitations of claims 1-21. Accordingly, it is submitted that the rejection of claims 1-21 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.


**Conclusion**

In view of the foregoing, applicants respectfully request reconsideration of claims 1-21 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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